

MorelandAltobelliAssociates, Inc



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Vice President

October 13, 2015

Attn: Stan Kelley, County Manager
Lumpkin County Board of Commissioners
99 Courthouse Hill, Dahlonega, GA 30533

RE: New Courthouse HVAC Performance Improvement

Dear Mr. Kelley

Thank you for inviting Moreland Altobelli to visit the New Lumpkin County Courthouse and assess the current HVAC system.

We had discussed implementation of three changes that may improve the efficiency of the current HVAC system. Additionally, a summary of those discussions is attached. We propose to incrementally study and recommend changes to the HVAC system until it becomes operationally effective. The incremental approach is intended to get the job done with the least amount of effort and cost to the taxpayer.

Further, a copy of Moreland Altobelli's On-Call Agreement is attached. The work will be performed on an hourly rate basis. The addenda identifies the services and rates that Moreland Altobelli can offer Lumpkin County.

If the 2015 Agreement for Consultant Services is found acceptable, **please sign the original and the duplicate, and then return both to our office.** We will sign both and return one for your files. If you have any questions concerning this work authorization, please call our office at (770) 263-5945.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stan Steingold', with a large, stylized flourish at the end.

Stan Steingold, PE
Moreland Altobelli

Attachments: Travel Report, On-Call Contract

CC: Allison Martin, Finance Director

CC: Wayne Seabolt, Public Buildings



AGREEMENT FOR ON-CALL CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 between **LUMPKIN COUNTY BOARD OF COMMISSIONERS** with its principal place of business located at 99 Courthouse Hill, Dahlonega, GA, (hereinafter referred to as "Client"), and **MORELAND ALTOBELLI ASSOCIATES, INC.**, a Georgia corporation with its principal place of business located at 2450 Commerce Avenue, Duluth, Georgia 30096 (hereinafter referred to as "MAAI").

WITNESSETH:

WHEREAS, Client requires certain services on an on-call and as-needed basis and MAAI possesses the knowledge, experience and technical resources to provide such services; and

WHEREAS, Client desires to contract with MAAI and MAAI desires to accept and perform such services;

NOW THEREFORE, Client and MAAI, in consideration of the terms, covenants, recitals and conditions herein contained, hereby agree as follows:

1. **Services.** MAAI hereby agrees to provide certain on-call services as defined and set forth in one or more work authorizations to be issued as the need arises (hereinafter referred to as "Work Authorizations"). Such services may be selected as a portion of the general services available for performance by MAAI as listed in Exhibit "A", which is attached hereto and incorporated herein by reference. Each Work Authorization shall be signed by Client and MAAI to indicate agreement as to the scope of services and compensation therefor, and any services to be performed shall be subject to the terms of this Agreement. A sample Work Authorization form is attached hereto and incorporated herein by reference as Exhibit "C".

2. **Compensation.** In consideration of the Services to be rendered by MAAI under this Agreement, Client agrees to pay MAAI in accordance with the labor categories and fees listed in Exhibit "B" - *Hourly Rate Schedule*, which is attached hereto and incorporated herein by reference, or as may be modified by the Work Authorization.

3. **Standard of Care.** Services provided by MAAI under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

4. **Delays.** MAAI agrees to make good faith efforts to comply with reasonable schedule requirements requested by Client. Notwithstanding the foregoing, MAAI shall not be responsible for delays caused by factors beyond MAAI's control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of MAAI's services or instrumentalities of service, or delays caused by faulty performance by Client or by contractors of any level.

5. **Indemnification.** MAAI agrees to indemnify and hold Client harmless from and against all suits, claims, liabilities, costs and expenses to the extent resulting from the negligent acts, errors or omissions of MAAI, its officers, agents and employees.

6. **Insurance Requirements.** MAAI shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage:

- a. Workers' Compensation Insurance in amounts required by state law, including Employer's Liability Insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 per disease.
- b. Commercial General Liability Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations with combined single limits of not less than \$1,000,000 per occurrence.
- c. Commercial General Liability Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- d. Professional Liability Insurance with a limit of not less than \$1,000,000 per claim.

7. **Records.** MAAI shall maintain detailed records of its Services relating to this Agreement and shall make such records, including all accounts, bills, and vouchers relative thereto, available to Client and internal and external auditors for the purposes of making audits, examinations, excerpts, and transcriptions. Such records shall be maintained for a minimum of three (3) years following completion of the Services under this Agreement and the date all other pending matters are closed.

8. **Jurisdiction and Venue.** Client and MAAI stipulate that the laws of the State of Georgia shall govern any dispute between the parties, and that jurisdiction and venue shall be determined exclusively on the basis of the location of the local office of MAAI out of which this Agreement arises.

9. **Consequential Damages.** In no event shall either Client or MAAI be liable to the other for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits or lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages.

10. **Employment.** Client warrants that, during the term of this Agreement and for a period of one year subsequent to its termination, neither Client nor any of its affiliates, successors or assigns will employ or enter into a contractual relationship with any person who is a regular or contract employee of MAAI.

11. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Client and MAAI and their respective successors and assigns.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between Client and MAAI with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral contracts between Client and MAAI respecting the subject matter hereof. All individuals executing this Agreement on behalf of Client hereby expressly warrant that they are specifically authorized to execute same on behalf of Client.

13. **Amendment of Agreement.** This Agreement may be altered or amended only by written instrument signed by Client and MAAI.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CLIENT:

By: _____
Title: _____
By: _____
Title: _____

MORELAND ALTOBELLI ASSOCIATES, INC.

By: _____
Title: _____
By: _____
Title: _____

EXHIBIT "A"

LIST OF SERVICES

Highway and road design

Transportation planning

Environmental documentation and permitting

Program management

Construction management and testing

Land acquisition services (right of way negotiation, appraisal and closing)

Architectural services

Structural engineering

Building inspection

Surveying

Asset management and inventory

Construction material testing and geotechnical engineering

Landfill engineering services

Civil and site design

Water and wastewater engineering

Stormwater engineering

Parks and recreation planning and engineering

Mechanical Engineering

EXHIBIT "B"

HOURLY RATE SCHEDULE

CLASSIFICATION	RATE PER HOUR
Principal.....	\$150.00
Senior Professional/Department Head/Program Manager.....	\$155.00
Registered Professional/Engineer/Project Manager/Surveyor/GIS Manager.....	\$125.00
Right of Way Review and Appraiser	\$120.00
Engineer	\$98.00
Professional (Landscape Arch., Ecologist, Historian, Appraiser, Relocation Specialist)	\$84.00
Construction Engineer	\$90.00
Designer/GIS Specialist.....	\$80.00
Senior Inspector	\$72.00
Inspector.....	\$57.00
Design/Survey Technician/CADD Operator.....	\$70.00
Clerical.....	\$50.00
Paralegal	\$67.00
Senior Field Technician	\$72.00
Field Technician	\$57.00
Survey Crew (2 person).....	\$110.00
Survey Crew (1 person and robotic instrument)	\$90.00
Survey Crew (3 person).....	\$135.00
Survey Crew with GPS	\$110.00
Utility Locator.....	\$65.00
Acquisition Specialist.....	\$72.00

A 15% markup will be added to all expenses and mileage will be billed up to but not in excess of the Federal limit.

EXHIBIT "C"
WORK AUTHORIZATION

TO: Stan Kelley, Lumpkin County Manager

Work Order Number _____

FROM: Stan Steingold, PE, Moreland Altobelli

DATE: October 13, 2015

We are requesting authorization for the following work task as described below. If you approve of this request, please sign the designated area.

Project:

New Courthouse HVAC Performance Improvement

Work Scope.

Study and recommend changes to the HVAC system until it becomes operationally effective.

BASIS OF FEE: Hourly

Signed _____
Client

Date _____

Signed _____
Moreland Altobelli Associates, Inc.

Date _____

Moreland Altobelli

Technical Memorandum



Date: October 1, 2015
To: Stan Kelley, County Manager
From: Stan Steingold, P.E. Moreland Altobelli Associates, Inc.
Re: New Courthouse HVAC Efficiency Improvement Project
CC: Allison Martin, Finance Director
CC: Wayne Seabolt, Public Buildings

On October 1, 2015, MA visited New County Courthouse in Dahlonega, GA. The purpose of the visit was to perform the HVAC Inspection and Assessment on the current Plenum Return HVAC System.

Background:

- Building is approximately five years old and has never had adequate heating, especially in corner offices.
- Original HVAC system was designed around a Chiller and Plenum return. During construction, this was changed to a series of RTUs (aka Package Systems) and Plenum return.
- Symptoms have included the lifting of ceiling tiles in certain rooms.
- Heating bills are \$10-12K monthly, when initial predictions were to have been \$8K monthly.

Current Findings, Based on Inspection:

1. Offices located along the building exterior walls, especially on second floor, are supplied air along the interior corner, and have the return air along the window side of the office.
2. Exterior I-Beams (building structural beams) are not insulated, and may act as heat sinks.
3. No insulation above the ceiling tiles noted.
4. Second floor ceilings are primarily 9'. First floor ceilings are primarily 11'.
5. The airflow from several branch terminations is significantly higher than the downstream diffusers.
6. A substantial pressure differential exists between the atrium (building rear, especially) and the courtrooms. Note that these are supplied by THREE separate RTUs: First Floor, Front Atrium, and Rear Atrium.
7. Several of the diffusers and returns, primarily in interior Courtroom, are nearly adjacent to each other. The "chimney" leading from first floor to RTU, has some holes in the drywall.

Summary of Initial Conclusions:

1. Balance output diffusers, especially where significant difference exists along a branch duct.
2. Reverse some of the diffuser and return positions in corner offices (ask about occupant comfort after a time with new positions).
3. Repair chimney hole in drywall.

Status:

Proposal submitted by MA.

Photographs:

No. 1: RTU by AAON. This serves the entire first floor, except the front and rear atria.

No. 2: Exposed steel beam at perimeter of building (2nd floor).

No. 3: No insulation above ceiling tiles (1st floor).

No. 4a & 4b: Interior court room with diffusers in tray ceiling.

No. 5: Front atrium (2nd floor).

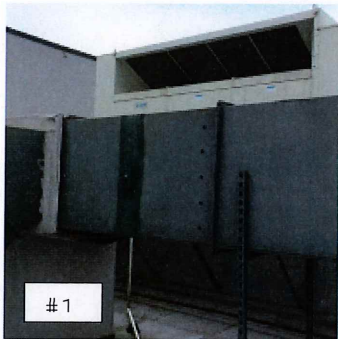
No. 6: Diffuser and return adjacent to each other (interior courtroom).

No. 7: "Chimney" that allows air to return from first floor to RTU.

End of Report

Stan Steingold, P.E.

Moreland Altobelli Associates, Inc.



REFERENCE PHOTO: RTU



Status: No Action at this time (N/A)



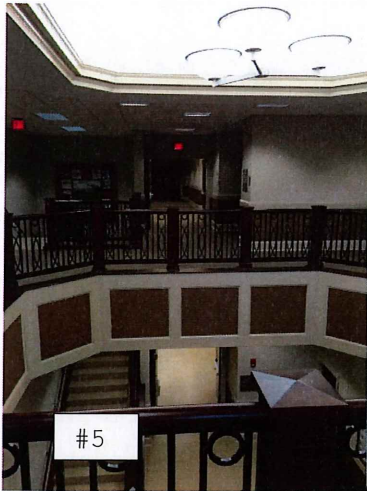
Status: N/A



Status: Current Action Item (C/A)



Status: Current Action Item (C/A)



Status: C/A



Status: C/A



Status: C/A